

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER SP0450-01-R-0653	2. (X one)
	<input type="checkbox"/> a. SEALED BID
	<input checked="" type="checkbox"/> b. NEGOTIATED (RFP)
<input type="checkbox"/> c. NEGOTIATED (RFQ)	

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

IF NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

Defense Supply Center Richmond
ATTN: DSCR Procurement
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5770

4. ITEMS TO BE PURCHASED (Brief description)

SPACER, RING *And various 5365 stock class*

5. PROCUREMENT INFORMATION (X and complete as applicable)

<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input checked="" type="checkbox"/> b. THIS PROCUREMENT IS A <u>100</u> % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)	<input checked="" type="checkbox"/> (1) Small Business
	<input type="checkbox"/> (2) Labor Surplus Area Concerns
<input type="checkbox"/> (3) Combined Small Business/Labor Area Concerns	

6. ADDITIONAL INFORMATION

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)
Jeff West, PDAJ222

c. TELEPHONE NUMBER (Include Area Code and Extension)
(NO COLLECT CALLS) (804) 279-5844

b. ADDRESS (Include Zip Code)
Defense Supply Center Richmond
ATTN: DSCR Procurement
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5802

8. REASONS FOR NO RESPONSE (X all that apply)			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENT	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER (Specify)			
9. MAILING LIST INFORMATION (X one)			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Include Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90 (EG)

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0450-01-R-0653	
DATE (YYMMDD)	LOCAL TIME
2001 MAY 12	2:00 PM

TO Defense Supply Center Richmond
ATTN: DSCR-JJC
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5860

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING DOA1	PAGE OF PAGES 1 51
2. CONTRACT NO.	3. SOLICITATION NO. SP0450-01-R-0653	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2001 MAR 16	6. REQUISITION/PURCHASE NO. ARG00305054614
7. ISSUED BY Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5802		CODE SP0400	8. ADDRESS OFFER TO (If other than Item 7) Bid Custodian Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5860		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Reception Area (Bldg. 32) until 2:00 PM local time 2001 MAY 14
(Hour) (Date)

FAX Number(s): (804) 279-4165

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section I, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: →	A. NAME Jeff West, PDAJ222	B. PHONE / FAX (NO COLLECT CALLS) (804) 279-5844 / FAX: 5073	C. E-MAIL ADDRESS jwest@dscr.dla.mil
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Dr G. Dawson ph 804 279-4636 fx 5073

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	6
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4	X	J	LIST OF ATTACHMENTS	12
X	D	PACKAGING AND MARKING	4	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	12
X	F	DELIVERIES OR PERFORMANCE	5	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	16
	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	17
	H	SPECIAL CONTRACT REQUIREMENTS					

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: →)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTRACT TYPE: This proposal will result in an Indefinite Quantity Contract (IQC) for a base period of one year and four (4) one-year options.

GUARANTEED MINIMUM & MAXIMUM: **Base period:** The guaranteed minimum quantities are defined in SCHEDULE B of this solicitation. The government will buy the guaranteed minimum quantity for every NSN for the base period only. The maximum that the government may buy is 300% of the guaranteed minimum quantities. **Option periods:** The guaranteed minimum is 50% of the total dollar value of the base year guaranteed minimum. Any combination of National Stock Numbers (NSNs) (not necessarily every NSN) will be purchased to meet this dollar value. The maximum is 150% of the total dollar value of the base year guaranteed minimum.

PROPOSAL PRICING: Proposal Pricing is requested for the base year and four option years. Any combination of NSNs may be proposed. There is no requirement to price every NSN. Each year should contain a **separate price for stock delivery** (required delivery days are in the last column under RDD, and vary per NSN), and for **Direct Vendor Deliveries (DVD)** with required delivery of 15 Days ARO. A total of 10 prices should be input. In addition, if Surge Quantities are indicated, five additional surge prices are needed for the base and four option years. Price the Surge NSNs as a stand-alone requirement (exclusive of any base or option period quantities) using the Surge Quantity Column. See additional comments regarding Surge below.

For each NSN offered, insert the unit price for the stock delivery in the upper half of the column. Insert the DVD unit price in the lower half of the column for every NSN offered. (A division line is provided). Pricing must be proposed for the base period and each option period. Price all NSNs using FOB destination (CONUS ONLY) with inspection/acceptance occurring at either origin or destination. Propose with validity of 120 days after due date.

In the contract award that results from this solicitation, the stock delivery line will be identified as "AA". The DVD delivery line will be identified as "AB". The surge delivery line, if applicable, will be identified as "AC". For example, line item 0001AA would be a stock shipment; line item 0001AB would be a DVD shipment; line item 0001AC would be a surge shipment.

PAPERLESS ORDER PLACEMENT SYSTEM (POPS): The government intends for awardees to use an electronic, paperless ordering system. See applicable clauses. If you do not intend to participate, this notification must be clearly stated.

DELIVERY ORDERS (MINIMUM AND MAXIMUM): Reference Section I, Clause 52.216-19 (I67). The Government intends to issue a Delivery Order for the stock purchase of the guaranteed minimum quantity within six months after contract award. Subsequent Delivery Orders shall be processed using Direct Vendor Delivery. The minimum order quantity of the subsequent delivery orders is 1 each. The maximum order quantity of the subsequent delivery orders is a dollar value of \$25,000.

FAST PAYMENT PROCEDURE: Reference Section I, Clause 52.213-1 (I42) shall pertain only to orders placed through the Paperless Order Placement System (POPS).

REQUIRED DELIVERY DATE (RDD)/FOB: The RDD for stock deliveries is specified in SCHEDULE B. The days are specified in terms of After Receipt of Order (ARO). Phased delivery is acceptable; however, shipment must be made no later than the specified Required Delivery Date (RDD) for that NSN. If you can not meet the RDD, this notification must be clearly stated on each line item. For DVD orders, the RDD is 15 days ARO. **FOB DESTINATION IS REQUESTED FOR BOTH STOCK AND DVD ORDERS.** Deliveries are for CONUS only. Stock shipments shall

apply to any DLA stock location in the continental United States. DVD shipments apply to any Army, Navy, Marine Corp, Airforce, Coast Guard or federal agency/entity within the continental United States.

EXPORT CONTROL ITEMS: Reference L8A 52.209-9G08 - Access to Controlled Tech Data. Applies to PRLIs 0009, 0010, 0021, 0025, 0030, 0036, 0040, 0048, 0050, 0058, 0059, 0070, 0073.

SHELF LIFE: Reference F2 52.211-9G01 Type I Shelf Life 84 Months applies to PRLI 0008.

INSPECTION/ACCEPTANCE: SCHEDULE B contains table references to Inspection/Acceptance points. NOTE: For all NSNs presently identified as origin inspection, the Quality Assurance Provision (QAP) identified in Schedule B shall be utilized for the initial Stock Delivery Order on every NSN. Subsequent Delivery Orders for these NSNs shall convert to inspection/acceptance at destination using QAP 021. Table references are defined as follows:

- | | |
|---|--|
| C | Critical item, critical application, failure can harm personnel, cause loss of life; designated by the Military Service as critical. Inspection at origin. |
| 1 | Inspection at origin |
| 2 | Inspection at destination |

QUANTITY UNIT PACKAGING/PACK BELOW APPLIES TO ALL NSNs IN SCHEDULE B.

A. PACKAGING REQUIREMENTS: These are the standard packaging requirements based on common item application. Exceptions to packaging must be stated in your proposal.

Pkging Data - MIL-STD-2073-1C, 01 Oct 1996

QUP = 001 (Unless stated otherwise below): Pres Mth - 10; CIng/Dry = 1;

Presv Mat = 00; Wrap Mat = 00; Cush/Dunn Mat = XX; Cush/Dunn Thkness = X;

Unit Cont = d3; OPI = 0;

Intrmdte Cont = YY; Intrmdte Cont Qty = YYY;

Pack Code = Q; Packing Level = B;

Palletization shall be in accordance with D001450000 Rev B dated 1997212

Supplemental Instructions: See Section F, Clause 52.211-9G22 (F8), for D001450000 palletization requirements.

NOTE: For stock buys marking shall be in accordance with MIL-STD-129.

B. QUANTITY UNIT PACK: The contractor may provide alternative QUP quantities based upon more efficient practices that result in reduced unit prices on stock shipments. However, as a minimum, the contractor must price the QUP requirement as specified above for each NSN offered.

C. UNIT OF ISSUE ASSEMBLY: Applies to PRLI 0050.

PROPOSAL EVALUATION: Each NSN will be evaluated independently. Award will be made on the basis of best value to the Government. Reference Section M, Clauses 52.215-9G05 (M10F) and 52.215-9G06 (M10G). There will be only one successful offeror for each NSN. Each offer will be evaluated on the basis of unit price for the guaranteed minimum quantities for base period and estimated quantities for option years. Electronic Bulletin Board quotes will not be accepted. The Government may implement the Add/Delete clause (See Section I, Clause 52.217-9G20) (I92F) to add NSNs awarded under this solicitation via modification.

ELECTRONIC VERSION OF SCHEDULE B: To assist in research of part numbers or proposal preparation, an electronic version of Schedule B to this solicitation is available using the following website: <http://www.dscr.dla.mil/proc/LTC/LTC.htm>

AUTHORIZED SUPPLIER CERTIFICATION: If offering material from another manufacturer that meets the requirements as stated in the Procurement Item Description of Schedule B, please provide documentation from the manufacturer showing authorization as a supplier of that item.

SOURCES OF INFORMATION: Offerors can reference the following website to determine quantities associated with previous DVD orders for NSNs: <http://www.dscr.dla.mil>. Click on "Sitemap". Click on "NSN Procurement Item Description Lookup" which is found under the heading "Sources of Procurement Information". Insert the NSN number and click on "Query".

SURGE REQUIREMENTS: This solicitation incorporates surge requirements and contains a surge ordering provision (See Section I, 252.217-7001 (I88G). See Attachment 1 for identification of the surge Statement of Work requirements and listing of NSNs. Surge is defined as the "accelerated production, maintenance, and repair of selected items, and the expansion of logistics support services to meet contingencies short of a declared national emergency utilizing existing facilities and equipment" which may be brought about by unforeseen spikes in demand that may materialize as a result of a national emergency, war, international conflict, natural disaster, or unplanned deployment. Surge delivery orders will be identified as a surge order - e.g., "This is a surge order". Such surge orders do not negate the contractor's responsibilities placed for peacetime orders made under the basic contract for the base year and all four option years. **The contractor is required to submit a readiness and sustainability plan prior to award to explain how both the surge quantities and deliveries will be addressed.** The plan should follow the general guidelines of the Data Item Description (DID) provided at Attachment 4. Please price the total surge requirements where noted on SCHEDULE B using the surge delivery schedule provided on Attachment 1 Table.

Describe company's approach for conducting a thorough assessment of its capability (including both company and company supplier-base capabilities) to initially ramp up (i.e., surge) and to sustain provision of supplies to meet the S&S requirements identified in Attachment 1. There is no requirement to conduct the assessment **only to describe** the approach for conducting it, if awarded a contract. Describe an approach to each of the assessment elements below:

- 1) Methodology that enables visibility of, monitoring changes in, assessment of, and reporting on your and your supplier-base capabilities related to the S&S requirements, including any on-line access to suppliers' inventory and production information systems;
- 2) Identification of your and your supplier-base inventories, production capability, on-demand manufacturing and advanced technology capability, or any other means of S&S support that are available to meet S&S requirements. Based on this identification, a description of strategies for meeting the S&S requirements in the solicitation, and explanation of how these strategies will be applied to the items included for S&S in this solicitation;
- 3) Identification of the subset of items included for S&S under this solicitation that may be difficult to provide quickly for initial ramp-up, or to provide at elevated demand levels for sustainment, and the reasons for these difficulties;
- 4) Description of agreements with suppliers that reflect access to supplier-base resources, including any commitments to hold rotating amounts of assets, and time frames for delivering these assets, any commitments to provide access to production capabilities, and time frames for this access, etc.;

- 5) Description of access to and plans for coordinating distribution (receiving, storing, packaging, and issuing) and transportation services needed to meet S&S requirements, including agreements with suppliers of these services, and time frames for services provided.

Clearly identify any apparent and significant investments (dollars), prior to conducting the surge capability assessment, that will be needed to develop S&S capability. For those S&S investments, explain why the investment is needed, what purchases are proposed, the basis for the investment cost, the S&S capability to be gained, and how the investment will be funded. For investments proposed to effect S&S strategies, explain why the proposed strategies (as opposed to other alternatives) are the most cost-effective.

Price Proposal (prior to award): Provide proposed price for conducting the S&S capability assessment identified in Attachment 1 and the basis for proposed price. Provide an estimate of any known costs of developing S&S capability, including any significant investments (dollars). Identify the known investments and explain the needs, what purchases are proposed, the surge capability to be gained, how the investment will be funded, and why the investment is the most cost-effective.

Price Proposal (for any investments identified in post-award surge capability assessment): Identify the significant investments (dollars) in your S&S capability report proposed for the government to fund, and provide the basis for these costs.

SECTION B

FEDERAL STOCK CLASS 5365 - RINGS, SHIMS & SPACERS

- SEE SCHEDULE B FOR SPECIFIC PROCUREMENT ITEM DESCRIPTION REQUIREMENTS

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NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text.

Quality Assurance Provisions (QAPs), Contract Data Requirements Lists (CDRLs), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference.

FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.

SECTION B

B21B 11-9 POPS - PRODUCT INFORMATION:
DSCR (JAN 1996)

Offerors are required to provide the following information regarding the items offered:

MANUFACTURER'S NAME

PART NUMBER/CATALOG NUMBER

Offerors shall write/type this information on the schedule of items below each item description unless such information has already been identified in the item description.

B24A 14-1 FACSIMILE BIDS/PROPOSALS
DSCR (MAR 1999)

(a) Facsimile bids/proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NEITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.

(b) In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offerors are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY.

(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.

(2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

B33 17-5 MANDATORY OPTION REQUIREMENT
DSCR (MAR 1999)

The option clause in Section I of this solicitation is MANDATORY. FAILURE TO PROVIDE this pricing information may result in rejection of your offer. If Schedule prices are requested on both an origin and destination basis and/or on incremental quantities, option prices must be offered in the same manner.

B33C 17-13 POPS-GENERAL SOLICITATION NOTICE
DSCR (SEP 1999)

Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18, Section I. The acquisition contains provisions for 4 option years. (See Section I, DSCR Clause 52.217-9G .)

B50G 39-1A YEAR 2000 (Y2K) COMPLIANCE NOTICE
DSCR (JUL 1998)

Items provided shall be Year 2000 compliant. Year 2000 compliant used with respect to information technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the

twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

B68 47-3A DSCR FORM P-41 FREIGHT SHIPPING
INFORMATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in Section 3 of the DSCR Master Solicitation <http://www.dscr.dla.mil/procurement/mastersol.htm>.

SECTION C

C3 52.211-9G33 POPS - COMPUTER COMPATIBILITY
DSCR (NOV 1998)

(h) The following vendor EDI/Y2K information applies (vendor fill-in):

EDI/Y2K Point(s) of Contact: _____

Phone Number(s): _____

Value Added Network (VAN): _____

ISA07 Qualifier: _____

ISA08 Identifier: _____

GS03 Identifier: _____

SECTION D

D4I 52.211-9G45 POPS-SPECIAL MARKING INSTRUCTIONS
DSCR (JUN 1999)

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to the requirements of paragraph 5.1.6.2., Markings of ASTM D1951-95, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums.

NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129N dated 15 May 97 and AIM BC 1 with the following exception: Marking, including barcoding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the specified QUP. DSCR Clause 52.211-9G22 (Sec F) applies.

D5 52.211-9G69 BAR CODING REQUIREMENTS
FOR DIRECT VENDOR DELIVERY
(DVD) SHIPMENTS
DSCR (MAY 1999)

(a) This bar coding requirement is applicable only to shipment of material to a location other than a DLA Distribution Depot (i.e., direct vendor delivery (DVD)).

(b) In addition to other marking requirements in this contract, the following separate lines of bar coded data, with Human Readable Interpretation (HRI) printed directly below the element, shall be provided:

(1) Document number and suffix.

(2) National Stock Number (NSN) (in absence of the NSN, the CAGE and Part Number).

(3) ICP Routing Identifier Code (RIC), Unit of Issue, quantity, followed by an 'A' and eight zeros.

(c) These bar code markings shall either be placed on or printed on labels affixed to either the DD Form 250/250c or the commercial packing list. If used on DD Form 250/250c, it should be in blocks 15, 16, 17, etc. In either case, these documents shall be furnished in Packing List Envelopes affixed to the outside of the shipping

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container.

(d) The bar code symbology shall be Code 3 of 9 (Code 39) in accordance with AIM BCI.

NOTES:

In bar code element 1 above, the Document Number above consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above:

The RIC is S9G.

The appropriate unit of issue (U/I) will appear as a two digit alpha character.

The quantity will appear as a five-position code, including zero fillers left of the number.

The above will be followed by an 'A' and eight zeros, (e.g., 'A00000000').

NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS.

A copy of AIM BCI is available from:

AIM USA
634 Alpha Drive
Pittsburgh, PA 15238-2802
(412) 963-8588

SECTION E

E3	52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
E6	52.246-15	CERTIFICATE OF CONFORMANCE (APR 1984)
E7	52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)
E14	52.246-9G16	INSPECTION AND ACCEPTANCE POINT DSCR (FEB 1996)

Inspection point: ☐ Destination ☐ Origin

Acceptance point: ☐ Destination ☐ Origin

☒ Inspection and Acceptance will take place at:

Origin - First Shipment Only

Destination - Subsequent Shipments

E15 QUALITY ASSURANCE PROVISION

Full text of the applicable QAP is available on the DSCR Master Solicitation, Section 2 -- <http://www.dscr.dla.mil/qap/qaps.htm>.

QUALITY ASSURANCE PROVISION (QAP) 001 DSCR (JAN 1999)

QUALITY ASSURANCE PROVISION (QAP) 002 DSCR (NOV 1995)

QUALITY ASSURANCE PROVISION (QAP) 021 DSCR (Sep 1999)

SECTION F

F1BA 52.211-16 VARIATION IN QUANTITY (APR 1984)

(b) The permissible variation shall be limited to:

0 % (Percent) Increase 0 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as

specified in the delivery schedule.

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

F1BB 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

F2 52.211-9G01 SHELF-LIFE ITEMS MANUFACTURING RESTRICTIONS DSCR (MAR 1996)

(a) Products delivered under this contract shall be manufactured/cured/assembled to ensure a minimum of 85% (allowing for rounding to whole months) shelf-life is remaining at time of receipt by the Government.

(b) Marking or labeling shall reflect these data.

(c) Supplies received by the Government with less than 85% shelf-life remaining will be considered to be nonconforming within the meaning of the Inspection Clause.

F8 52.211-9G22 DSCR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WITH D001450000 REV B (97212) DSCR (OCT 1997)

F16 52.211-9G50 ORDERING OFFICE AND TIME OF DELIVERY DSCR (NOV 1996)

Delivery orders will be issued by DSCR and shall specify date of delivery which will not be less than

STOCK

DVD

FOB Destination SCH B days 15 days

FOB Origin days days

after the order is mailed to or otherwise furnished to the contractor.

F16A 52.211-9G50 ORDERING OFFICE AND TIME OF DELIVERY ALTERNATE I DSCR (FEB 1996)

F28B 52.242-15 STOP WORK ORDER (AUG 1989)

F28BB 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F31 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT DFARS (DEC 1991)

DSCR NOTES:

In addition to the distribution required in DFARS Appendix F, Tables 1 and 2, a copy of the Material Inspection and Receiving Report is required to the following address:

[X] Defense Supply Center, Richmond 1 CY
8000 Jefferson Davis Highway
Directorate of Business Operations
ATTN: Inventory Control Manager
Richmond, VA 23297-5862

[] OTHER: NO. CY(s)

Payment will not be made until a completed Material Inspection and Receiving Report, DD Form 250, is received by the Government. The form shall reflect that a duly authorized Government representative has inspected and accepted the supplies or has otherwise authorized acceptance.

WHEN ORIGIN INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of a Government Quality Assurance Representative (QAR).

WHEN ORIGIN INSPECTION AND DESTINATION ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signatures of both the Government Quality Assurance

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Representative and the Government consignee's representative.

WHEN DESTINATION INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of the Government consignee's representative.

EXCEPTION: If the award is for an Indefinite Delivery Contract citing FAR Clause 52.213-1, Fast Payment Procedure, in Section I, the contractor has the option of including on the invoice the information specified in FAR 52.213-1, paragraph (c)(3), rather than submitting a DD Form 250. This option applies only to those delivery orders that specify Fast Pay.

DSCR (DEC 1991)

F34 52.247-34 F.O.B. DESTINATION (NOV 1991)

F35 52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999)

F36 52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSHIPMENT POINTS (APR 1984)

F40 52.247-58 LOADING, BLOCKING AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)

F53 52.247-9009 F.O.B. DESTINATION - CONTRACTOR TRANSHIPMENT DSCR (MAR 1998)

F55 52.247-9011 MANUFACTURER'S LOADING PRACTICES DSCR (JAN 1996)

SECTION I

I2 52.202-1 DEFINITIONS (OCT 1995)

I4 52.203-3 GRATUITIES (APR 1984)

I5 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

I6 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

I7 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

I8 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

I9 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

I9A 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

I10 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES DFARS (MAR 1999)

I11 252.203-7002 DISPLAY OF DOD HOTLINE POSTER DFARS (DEC 1991)

I14B 52.204-4 PRINTED/COPIED DOUBLE-SIDED OR RECYCLED PAPER (AUG 2000)

I15A 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT DFARS (APR 1992)

I16 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION DFARS (MAR 2000)

(d) Offerors and contractors may obtain information

on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr2000.com>.

DSCR NOTE: For obtaining DUNS refer to 52.204-6 for non-commercial items or 52.212-1 for commercial items. DSCR (MAY 1998)

I17 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS DFARS (DEC 1991)

I26 52.208-9001 NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASEOUT DSCR (DEC 1997)

I31A 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)

I32 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DFARS) (NOV 1995)

I32C 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)

I35 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

I37A 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

I37F 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS DFARS (AUG 2000)

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

I38 52.211-9000 GOVERNMENT SURPLUS MATERIAL DLAD (MAY 1999)

THIS CLAUSE APPLIES ONLY WHEN GOVERNMENT SURPLUS MATERIAL IS OFFERED

(a) With respect to the SURPLUS SUPPLIES being offered, the Offeror represents that:

(1) The SURPLUS SUPPLIES are unused and in good condition.

(2) The SURPLUS SUPPLIES were purchased by the Offeror from the Government selling agency or other source identified below. (If the SURPLUS SUPPLIES were purchased from a Government selling agency identify the agency, the contract date, and the contract number. If the supplies were purchased from the Government by a source other than the Offeror, also identify that source and its address. If complete information is not available, attach an explanation as to when, where and how the property was acquired).

GOVERNMENT SELLING AGENCY CONTRACT DATE CONTRACT NUMBER
OR OTHER SOURCE (MONTH/YEAR)

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(3) The SURPLUS SUPPLIES

(i) [] have, [] have not been altered, modified or refurbished, and

(ii) [] do, [] do not contain cure dated components. (If the SURPLUS SUPPLIES are to be reconditioned or altered, attach complete description of the work to be done.)

(4) The SURPLUS OFFEROR

[] has, [] does not have the supplies. (If the Offeror does not have the supplies, attach an explanation as to how the offered quantities will be secured.)

(5) If SURPLUS SUPPLY ITEMS have data plates attached, the Offeror has furnished a copy of information contained thereon, which is stated below:

(6) The offered SURPLUS SUPPLY ITEM(S)

[] are, [] are not in their original package. (If the original package is being used, state below all original markings and data, including original contract number, cited on the package, and provide a copy or facsimile of package markings.)

CONTRACT NUMBER	NSN	CAGE CODE	PART NUMBER	OTHER MARKINGS/DATA
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(b) The Offeror agrees that in the event of award and notwithstanding the provisions of this solicitation, inspection and acceptance of the SURPLUS SUPPLIES will be performed at origin or destination subject to all applicable provisions for origin or destination inspection.

(c) Failure to provide the information requested by this clause may result in rejection of the offer for failure to meet the requirements of the solicitation.

DCSR NOTE: For electronic quotes, if the information requested by this clause cannot be submitted with your offer, it must be submitted off-line to the contracting officer prior to the solicitation closing date.

Awards authorizing the furnishing of surplus material will contain a special surplus material Quality Assurance Provision (QAP) in lieu of the QAP (if any) specified in the solicitation. A copy of the surplus QAP is available from the Contracting Officer upon request.

DCSR (MAY 1999)

I38B	52.211-9002	PRIORITY RATING DLAD (MAR 2000)
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I38C	52.211-9004	PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS DLAD (MAR 2000)
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This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulation (15 CFR 700) which requires contractors to utilize the

assigned rating in obtaining the products, materials, and supplies needed to fill their contracts. Because this contract does not have a specified delivery date, the basic contract is not rated; however, orders placed against it that include a delivery date are considered rated orders as of the date of receipt by the supplier. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise the Defense Contract Management Agency (DCMA) representative or the appropriate Defense Supply Center DPAS officer through the cognizant Administrative Contracting Officer or procuring contracting officer. The DPAS officer or the DCMA plant representatives will provide necessary assistance or the necessary instructions to complete Department of Commerce (DoC) BXA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the DoC who will review and take action to make the needed supplies available to the applicant when deemed appropriate.

I42	52.213-1	FAST PAYMENT PROCEDURE (FEB 1998)
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I42B	52.213-1 DCSR NOTE	POPS - FAST PAY NOTICES DCSR (MAR 1998)
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(a) Paragraph (c)(5) of FAR 52.213-1 is deleted and replaced with the following: Where a receiving report is not required, a copy of the invoice (or for POPS contracts, a commercial packing slip) will be included in each shipment.

(b) Fast pay procedures only apply to direct shipment delivery orders (i.e., points other than stock locations) not exceeding \$25,000 with inspection/acceptance at destination.

(c) When fast pay applies and 'DELIVERY FOB ORIGIN' is indicated in the schedule for direct shipment line item(s) -- the following is applicable to the delivery order:

TERMS:

Fast Pay
Inspection/Acceptance IAW Fast Pay
Transportation Charges Reimbursable

(d) When included in the award these clauses do not apply to Fast Pay Delivery Orders:

Section E	52.246-16
Section F	52.247-29
	52.247-65
Section I	52.242-10

I30	52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
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I50C	52.215-8	ORDER OF PRECEDENCE (OCT 1997)
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I66	52.216-18	ORDERING (OCT 1995)
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --

FROM: EFFECTIVE DATE OF CONTRACT

THROUGH: 365 DAYS THEREAFTER

DCSR NOTE: Ordering period above is based upon the assumption that an award will be made by . The ordering period specified in paragraph (a) above will be extended by the number of calendar days after the assumption date that the contract is, in fact, awarded.

I67	52.216-19	ORDER LIMITATIONS (OCT 1995)
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(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 1 DVD or SEE PAGE 2 Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of

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\$25,000 DVD or SEE PAGE 2 Stock

(2) Any order for a combination of items in excess of \$25,000 , or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

I67A 52.216-19 DSCR NOTE POPS - MINIMUM ORDER QUANTITY DSCR (AUG 1990)

FAR Clause 52.216-19, above, provides for a minimum delivery order amount of \$ SEE PAGE 2

Notwithstanding such minimum order amount, the minimum order quantity per delivery order shall be not less than the Quantity Unit Pack (QUP) quantity (manufacturer's standard pack for items without an identified QUP) and all orders will be in multiples of the QUP.

I71 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 226 days from the date of contract expiration.

I88 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I86G 252.217-7001 SURGE OPTION DFARS (AUG 1992)

The Government has the option to--

(1) Increase the quantity of supplies or services called for under this contract by no more than the amount stated in the schedule; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

I91 52.217-9G08 OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES DSCR (JUL 2000)

(b) THE OFFEROR AGREES TO FURNISH DURING THE OPTION PERIOD THOSE ITEMS CITED IN THE SCHEDULE AT UNIT PRICES AS INDICATED BELOW:

CAUTION: Failure to indicate one of the following may result in rejection of your offer.

[] Option unit prices are the same as the unit prices offered for the basic contract, or

[] Option period unit prices are as indicated in the schedule.

I92BA 52.217-9G15

FLEXIBLE OPTIONS
DSCR (NOV 1996)

(a) This solicitation is for an indefinite quantity with a guaranteed minimum for one year, the base year. It also includes 4 options for one year each.

(c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time after having ordered 80% of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity.

I92F 52.217-9G20 ADDITION/DELETION OF ITEMS ON CONTRACT DSCR (DEC 2000)

(a) The Government retains the right to unilaterally delete from the contract, at each option renewal period, any items which were awarded on a sole source basis, in the event that an alternate product is available from another source.

(b) The Government reserves the right to bilaterally add to the contract new or replacement items, by modification, at prices to be negotiated. All new requirements are subject to full and open competition for the period of time remaining on the contract prior to addition to the contract.

(c) If any item in this contract becomes obsolete or is discontinued as a commercial catalog item, the contractor will provide the Government thirty (30) days advance written notice of such obsolescence, or cancellation and agrees to honor delivery orders for the item issued under this contract during such thirty (30) day period. The Government will delete any such item from this contract after receiving the required notice. If the contractor considers another commercial catalog item as a suitable substitute or replacement for the discontinued item, it will so advise the Government at the time it advises of the discontinued item. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(d) If the contractor discontinues an item without replacement, the contractor will advise the Government of alternate sources of supply for a comparable item.

I94 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

I96 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

I102 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

I102B 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

NOTE If this solicitation is awarded to a company which has been verified as selected for participation in the test program (effective 1 Oct 90 thru 30 Sep 05) authorized by Section 834 of Public Law 101-189 and as having a comprehensive subcontracting plan approved under such program, Clause 52.219-16 Liquidated Damages - Subcontracting Plan (JAN 1999) is not applicable to the contract.

DSCR (OCT 2000)

I107 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) DFARS (APR 1996)

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I112H 52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE DLAD (DEC 1997)

I118 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I121 52.222-20 WALSH-NEALEY PUBLIC CONTRACTS ACT (DEC 1996)

I121A 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) 'Segregated facilities,' as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I122 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

I125 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

I126 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

I127 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

DSCR NOTE: Section 8118 of PL 104-208 mandates that all contractors subject to 38 U.S.C. 4212(d) be advised of potential penalties for non-compliance.

Clause mandates annual reporting NLT September 30 to the Department of Labor. Potential penalties resulting from failure to comply may include suspension and debarment from future government contracts.

Questions concerning Veterans' employment emphasis under Federal contracts should be referred to the Office of the Assistant Secretary of Labor for Veterans' Employment and Training at 703-461-2460.

Contractors can get additional information and/or assistance in completing the VETS-100 form by accessing this Department of Labor website:

<http://nvti.cudenver.edu/vets/vets100.asp>

DSCR (MAY 1999)

I133 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

I134 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

I135 252.223-7004 DRUG-FREE WORK FORCE DFARS (SEP 1998)

I137 52.225-8 DUTY-FREE ENTRY (FEB 2000)

I138 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

I139 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM DFARS (MAR 1998)

I140 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DFARS (DEC 1991)

I143 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY DFARS (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act -- Trade Agreements -- Balance of Payments Program clause or the Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

UNKNOWN

I144 252.225-7009 DUTY-FREE ENTRY-QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) DFARS (AUG 2000)

(f) All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause shall--

(f)(2) Include the following information--

- (i) Prime contract number, and delivery order if applicable;
- (ii) Number of the subcontract/purchase order for foreign supplies if applicable;
- (iii) Identification of carrier;
- (iv)(A) For direct shipments to a U.S. military installation, the notation:

UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9805.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify --

Commander
Defense Contract Management (DCM)
New York
ATTN: Customs Team, DCMON-GNIC
207 New York Avenue
Building 120
Staten Island, NY 10305-5013

-- for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate.

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.

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I145 252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS DFARS (AUG 2000)

(e) To properly complete the shipping document instructions as required by paragraph (f) of the Duty-Free Entry clause, the Contractor shall insert --

Defense Contract Management
(DCM) New York
ATTN: Customs Team, DCMON-GNIC
207 New York Avenue
Building 120
Staten Island, NY 10305-5013

as the cognizant contract administration office (for paragraph (f) only) in those cases when the shipment is consigned directly to a military installation. When the shipment will be consigned to a location other than a military installation, e.g., a domestic contractor's plant, change the shipping document notation required by paragraph (f) of the clause to insert the name and address of the Contractor, agent or broker that will prepare the customs documentation for execution of the Duty-Free Entry certificates. In either case, the shipping documents will contain the following items in addition to those required by paragraph (f) of the Duty-Free Entry clause:

(1) Delivery order number on the Government prime contract, if applicable;

(2) Number of the subcontract/purchase order for foreign supplies, if applicable;

(3) Activity address number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.

I147 252.225-7013 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES DFARS (AUG 2000)

I156 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL DFARS (JUN 1992)

DSCR NOTE REGARDING OFFERS FROM THE CANADIAN COMMERCIAL CORPORATION: Pursuant to Defense FAR Supplement 225.770-2, the Canadian Commercial Corporation (CCC) will submit, with other precontractual material, a certification from its proposed subcontractor. The certification shall conform to paragraph (b) of Clause 252.225-7031 above.

DSCR (JUN 1992)

I156F 252.225-7037 DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS DFARS (AUG 2000)

(f) All shipping documents submitted to Customs, covering eligible and products for which duty-free entry certificates are to be issued under this clause shall--

(f)(2) Include the following information--

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv)(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify --

Commander
Defense Contract Management (DCM)
New York
ATTN: Customs Team, DCMON-GNIC
207 New York Avenue
Building 120
Staten Island, NY 10305-5013

-- for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate. (NOTE: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall comply with the U.S. Customs Service requirements. No notification to Commander, DCM New York, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.

I157A 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

I158 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

I159 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

I160 52.227-3 PATENT INDEMNITY (APR 1984)

I162 52.227-9 REFUND OF ROYALTIES (APR 1984)

I172 52.227-9G05 RESTRICTIONS ON USE OF RIGHTS GUARD TECHNICAL DATA DSCR (FEB 1998)

THIS IS A RIGHTS GUARD PROCUREMENT AND THE FOLLOWING RESTRICTIONS APPLY:

(a) Technical data furnished herewith (hereinafter Rights Guard technical data) is proprietary to The Boeing Company which has licensed the Government to use same for the procurement of replenishment spare parts for U.S. Government owned aircraft and for no other purpose. Rights Guard technical data shall not be disclosed, in whole or in part, to any other person or entity other than to supplier's bidder's offeror's employees, having a need to know and who are under an obligation to preserve and protect such data under terms and conditions no less restrictive than those imposed herein, and then only for the purposes if responding to this solicitation or performing any resulting contract.

(b) The suppliers/bidders/offerors hereunder are prohibited from (1) reproducing, in whole or in part, Rights Guard technical data; (2) incorporating any information contained in such Rights Guard technical data into other documentation; or (3) otherwise utilizing such Rights Guard technical data, except for responding to this solicitation or performing any resulting contract. Each supplier/bidder/offeror shall include the authorized DFARS limited rights legend of 252.227-7013, Rights in Technical Data - Noncommercial Items (NOV 1995), identifying the Boeing Company as the owner, on all Rights Guard technical data that is incorporated, in whole or in part, into any technical data delivered by such supplier/bidder/offeror to the Government in response to this solicitation or as part of the performance of any resulting contract. In the case of the limited rights legend, the Contractor shall indicate such Rights Guard technical data as not being subject to an expiration date, if such date is required by the limited rights legend authorized under its contract.

(c) Rights Guard technical data provided by DSCR, including any copies thereof, is to be destroyed according to the following schedule:

1. Immediately upon decision to 'no bid' the solicitation for which the data was received.

2. Within 15 days of being advised your company was not the successful bidder for the solicitation for which the data was requested and received.

3. If the contract awardee, within 15 days of contract completion.

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NOTE: The DSCR ANNUAL Certificate of Destruction, DOES NOT IN ANY WAY IMPLY OR PROVIDE AUTHORITY FOR YOUR COMPANY TO RETAIN THE DATA BEYOND THE TIMEFRAMES ESTABLISHED ABOVE. Suspected and actual instances of data retention provided by DSCR beyond these timeframes will be reported to The Boeing Company for remedy. Furthermore, failure to comply with this obligation shall be grounds for your removal from the list of qualified bidders for any other solicitation involving Boeing technical data.

(d) The Government shall have the right to audit supplier's/bidder's/offendor's records to ensure the destruction of Boeing proprietary data.

(e) All suppliers shall comply with MIL-STD-130 for the purpose of distinguishing any spare parts made using Boeing Rights Guard technical data.

I177	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
I179	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
I181	52.229-9000	KENTUCKY SALES AND USE TAX EXEMPTION DLAD (DEC 1984)
I187	252.231-7000	SUPPLEMENTAL COST PRINCIPLES DFARS (DEC 1991)
I188	52.232-1	PAYMENTS (APR 1984)
I189	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
I190	52.232-11	EXTRAS (APR 1984)
I193	52.232-17	INTEREST (JUN 1996)
I195	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
	ALT I	ALTERNATE I (APR 1984)
I196	52.232-25	PROMPT PAYMENT (MAY 1997)
I196B	52.232-25	POPS - PROMPT PAYMENT NOTICE DSCR (APR 2000)

The following deviation is applicable to FAR Clause 52.232-25:

Paragraphs (a)(3)(iv) and (v) are deleted and replaced with the following:

(a)(3)(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. Unit of measure is not required for Electronic commerce (EC/EDI) contract.

(a)(3)(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), except for POPS contract. Bill of Lading number and weight of shipment will be shown for shipments on Government bills of lading.

In addition to the above deviation, the following clarification is added to ensure proper payment of invoice:

(a)(3)(iv) The invoice price shall correspond to the unit of issue price specified in the contract. For example, if 12 each (EA) equals 1 box (BX) and the contract specifies EA, but you sell the item by BX, the invoice must be submitted on an EA price basis.

I196E	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
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DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be contained in the Remittance Address field of this contract/order. DSCR (MAR 2000)

I199	52.233-1	DISPUTES (DEC 1998)
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DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA. DSCR (MAY 1999)

I200	52.233-3	PROTEST AFTER AWARD (AUG 1996)
I206	52.242-13	BANKRUPTCY (JUL 1995)
I208	52.243-1	CHANGES FIXED PRICE (AUG 1987)
I211	252.243-7001	PRICING OF CONTRACT MODIFICATIONS DFARS (DEC 1991)
I211A	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)
I213	52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
I213A	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)
I227	52.246-23	LIMITATION OF LIABILITY (FEB 1997)
I231	52.246-9001	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE DSCR (JAN 1996)
I233	52.246-9005	WARRANTY PFPAM DSCR (APR 2000)
I237E	52.246-9033	MISDIRECTED SHIPMENTS DSCR (JAN 1996)
I240	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA DFARS (MAR 2000)
I242	52.248-1	VALUE ENGINEERING (FEB 2000)
I244	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
I246	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
I247	52.249-9000	ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD (MAY 1988)

The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in Paragraph (b) of the 'Default' clause of the contract, or any

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other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$385 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

I248 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Federal Acquisition Regulation (FAR) <http://www.arnet.gov/far>

DoD FAR Supplement (DFARS) <http://www.acq.osd.mil/dp/dars/dfars.html>

DSCR Master Solicitation organized as follows: <http://www.dscr.dla.mil/procurement/mastersol.htm>

- Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.
- Section 2: Full text Quality Assurance Provisions (QAPs)
- Section 3: Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments).
- Section 4: Procurement Automated Contract Evaluation (PACE) Instructions
- Section 5: Full text of Contract Data Requirements List (CDRLs)
- Section 6: Special Packaging Instruction (SPIs) Drawings
- Section 7: Full text of Individual Repair Parts Ordering Data (IRPODs)

DLA site with links to all of the above <http://www.procrags.hq.dla.mil/icps.htm>

DSCR NOTE: Where only a portion of text is included in the solicitation/award document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS clause, the text as included in the solicitation/award is not intended to be represented as the full text of the clause.

I249 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the date of the clause.

(b) The use in this solicitation or contract of any Defense FAR Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

I249B 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**SECTION J****J2 LIST OF DOCUMENTS AND EXHIBITS**

This solicitation includes documents, as identified below, that are either physically included in this solicitation package or are available from an electronic web site.

FORM NO/TITLE ATTACHMENT NO

[] DD 346 RAW (BASIC PROCESSED) AND SEMI-PAB STOCK FORM

[] DD 347 BILL OF MATERIAL FOR SUBCONTRACTED PARTS PURCHASED

[X] DD 1423 CONTRACT DATA REQUIREMENTS CDRL is available at -- <http://www.dscr.dla.mil/qap/CDRLs.htm>

[X] DD 1664 DATA ITEM DESCRIPTION DID is available at --

<http://www.dscr.dla.mil/qap/CDRLs.htm>

[] DD 1949-1 LSAR DATA SEL SHT

[] DD 1949-2 PROV RQMT STATEMENT

[] DD 2345 TECHNICAL DATA AGREEMENT

Form is available at -- <http://web1.whs.osd.mil/icdhome/DDEFORMS.htm>

[] DSCR 2375 TECHNICAL MANUAL DISTRBN

[X] DSCR P-41 FREIGHT SHIPPING INFO for shipments destined for a stock location is available in Section 3 of the DSCR Master Solicitation at -- <http://www.dscr.dla.mil/procurement/mastersol.htm>

[] QUALITY ASSURANCE PROVISION

[] TECHNICAL DATA

TECHNICAL DATA is available at -- <http://www.dscr.dla.mil/tcmd>

[X] OTHER:

STATEMENT OF WORK, SURGE, SUSTAINMENT-ATTACH 1

SECTION K**K2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above; or

(2)(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above . . .

(Insert below the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

NAME: _____

TITLE: _____

(ii) As an authorized agent, does certify that the principals named in Subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to Subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above.

(c) If the offer deletes or modifies Subparagraph (b)(2) above, the offeror must furnish with its offer a signed

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statement setting forth in detail the circumstances of the disclosure.

K4A 52.203-11 CERTIFICATION AND DISCLOSURE
REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS
(APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K5 52.204-3 TAXPAYER IDENTIFICATION
(OCT 1998)

(d) Taxpayer Identification Number (TIN).

☐ TIN (9 Digit Number):☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of Organization.

☐ Sole proprietorship;☐ Partnership;☐ Corporate entity (not tax-exempt);☐ Corporate entity (tax-exempt);☐ Government Entity (Federal, State, or local);☐ Foreign Government;☐ International organization per 26 CFR 1.6049-4;☐ Other. State Basis.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.☐ Name and TIN of common parent:

Name _____

TIN _____

K6 52.207-4 ECONOMIC PURCHASE QUANTITY -
SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisition in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K7A 52.209-5 CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)

(a)(1) The offeror certifies, to the best of its knowledge and belief, that -

(i) The offeror and/or any of its principals -

(A) are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;(B) have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and(C) are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in Subdivision (a)(i)(B) of this provision.(ii) The offeror has ☐ has not ☐,

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within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K8 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)

K8AS 252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS DFARS (MAR 1998)

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

K13A 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

[] intends. [] does not intend

(check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE: (STREET ADDRESS, CITY, COUNTY, STATE ZIP CODE)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR QUOTER.

K13B 52.215-6

DSCR NOTE: The Department of Labor Regional Office requires the number of employees for each place of performance cited in 52.215-6 above. Please indicate the number of employees below:

PLACE OF PERFORMANCE NUMBER OF EMPLOYEES

DSCR (DEC 1997)

K16A 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALT I (OCT 2000) ALT II (OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 332722.

(2) The small business size standard is 500

(3) The size standard for non-manufacturers is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a woman-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the

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joint venture: _____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). The offeror shall check the category in which its ownership falls:

- ☐ Black American.
☐ Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
☐ Asian-Pacific American.
☐ Subcontinent Asian (Asian-Indian), American.

☐ Individual/concern, other than one of the preceding.

K23 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity Clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports

K24 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file,

☐ has not developed and does not have on file,

at each establishment, Affirmative Action Programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written Affirmative Action Programs requirement of the rules and regulations of the Secretary of Labor.

K27C 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(CHECK EACH BLOCK THAT IS APPLICABLE.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more fulltime employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K29 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE DFARS (SEP 1999)

(c) (2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number Country of Origin (If known)

K30D 252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA DFARS (FEB 2000)

K34 52.227-6 ROYALTY INFORMATION (APR 1984)

K37A 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA DFARS (AUG 1992)

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

K38 52.247-9G17 PRODUCTION FACILITIES DSCR (AUG 2000)

Offeror must provide shipping and inspection locations for the supplies. Each location will be provided in the appropriate paragraph below. DO NOT put all location information into one paragraph.

(a) SHIPPING LOCATION: Insert below the location where supplies will be delivered to, or picked-up by, the freight carrier, post office, or small parcel carrier, for final shipment to the consignee.

ITEM NUMBER PLANT NAME ADDRESS (STREET, CITY, COUNTY, STATE, ZIP CODE) PHONE NUMBER

(b) LOCATION WHERE THE END ITEMS WILL BE INSPECTED: Insert below the location where the end items (not the packaging) will be inspected.

ITEM NUMBER PLANT NAME ADDRESS (STREET, CITY, COUNTY, STATE, ZIP CODE) PHONE NUMBER

(c) LOCATION WHERE PACKAGING/PACKING WILL BE INSPECTED: Insert below the location where the packaging/packing will be inspected.

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ITEM NUMBER PLANT NAME ADDRESS (STREET, CITY, COUNTY, STATE, ZIP CODE) PHONE NUMBER

Include the 13 position National Stock Number, solicitation number, and the title and number of the specification, standard, plan, drawing, or other pertinent document.

Compact disk drawings will be furnished. Aperture cards and hard copies will only be provided when there are no electronic formats available.

Written requests require a minimum seven (7) day processing time from receipt to mailing of the requested document. WEBSITE requests are handled in a real-time environment. Information can be downloaded or, for compact disk requests, mailed to you in as little as two to three days. Request documents sufficiently prior to solicitation closing date so as to permit timely submission of an offer. Keep in mind the Postal Service delivery time. In urgent cases, telephone requests may be made by calling (804) 279-3356 (alternate numbers are 4174, 6129, or 3547) or sending a FAX to (804) 279-4946.

REQUESTS FOR SPECIFICATIONS AND/OR STANDARDS AS REFERENCED IN DSCR PROVISION 52.211-9G13 (SEC L) WILL NOT BE PROCESSED BY DSCR.

DSCR (OCT 2000)

SECTION L

L1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

DSCR NOTE:

(a) The Offeror is required to provide their Data Universal Numbering System (DUNS) Number or (DUNS+4) Number used for verification of registration in the DoD Central Contractor Registration (CCR) database in compliance with the Debt Collection Improvement Act of 1996 (31 U.S.C. 3332; 31 U.S.C. 7701).

DUNS Number: _____

(b) DUNS Number may be obtained through the CCR process (refer to DFARS 252.204-7004, Required Central Contractor Registration (Sec I) or directly from Dun and Bradstreet. DSCR (DEC 2000)

L13 52.211-9G11 COMPLIANCE WITH SPECIFICATIONS DSCR (FEB 1996)

L15 52.211-9G13 AVAILABILITY OF SPECIFICATIONS OR STANDARDS DSCR (APR 2000)

L2 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING DFARS (AUG 1999)

L37B 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

L8A 52.209-9G08 ACCESS TO CONTROLLED TECHNICAL DATA DSCR (OCT 1999)

L37C 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

(b) If offeror is approved, cite the Defense Logistics Information Service (DLIS) assigned approval number below:

APPROVAL NO _____

ISSUE DATE OF APPROVAL _____

L39F 52.215-1 ALT I INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (FEB 2000) ALTERNATE I (OCT 1997)

DSCR NOTE REGARDING AMENDMENTS TO SOLICITATIONS: IN ACCORDANCE WITH PARAGRAPH (b) OF THE ABOVE CLAUSE, THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF SOLICITATION AMENDMENT(S) BY LISTING THE AMENDMENT NUMBER AND DATE BELOW.

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

DSCR (OCT 1997)

(d) Offerors who are not currently approved who wish to be included on the DoD Certified Contractor Access List should complete the DD Form 2345 'Militarily Critical Technical Data Agreement'. The DD Form 2345 may be obtained via the Internet at <http://web1.whs.osd.mil/icdhome/DDEFORMS.htm>. Instructions for completion and submission are provided as the second page of the on-line form. Completed forms should be returned to:

United States/Canada Joint Certification Office
Defense Logistics Information Service
Federal Center, 74 Washington Ave., North
Battle Creek, MI 49017-3084

L10C 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

[] DX Rated Order; [X] DO Rated Order

L40A 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(c) Facsimile receiving data and compatibility characteristics are as follows:

Telephone number of receiving facsimile equipment:

(804) 279-4165

DSCR NOTE:

Obtain documents and/or submit requests via the Technical Data Management (TDMD) WEBSITE <http://www.dscr.dla.mil/tdmd>. If the WEBSITE server is down as a result of an overall system failure, you may mail the request to:

Defense Supply Center Richmond
8000 Jefferson Davis Highway
ATTN: DSCR-VABA
Richmond, VA 23297-5604

L53 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a

[X] FIRM FIXED PRICE

[] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT

[] FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

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L55 52.217-9003 MANUFACTURING OR PRODUCTION INFORMATION DLAD (FEB 1996)

L65 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

L72 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

L75 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the --

Contracting Officer
Defense Supply Center Richmond
ATTN: DSCR-JDP
8000 Jefferson Davis Highway
Richmond, VA 23297-5802

by obtaining written and dated acknowledgment of receipt from the issuing office referenced on the solicitation/award.

L75B 52.233-9000 AGENCY PROTESTS DLAD (SEP 1999)

Companies protesting this procurement may file a protest

1. with the contracting officer,
2. with the General Accounting Office, or
3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

DSCR NOTE:

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record.

L82 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of

those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) <http://www.arnet.gov/far>

DoD FAR Supplement (DFARS) <http://www.acq.osd.mil/dp/dars/dfars.html>

DSCR Master Solicitation organized as follows: <http://www.dscr.dla.mil/procurement/mastersol.htm>

- Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.
- Section 2: Full text Quality Assurance Provisions (QAPs)
- Section 3: Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments).
- Section 4: Procurement Automated Contract Evaluation (PACE) Instructions
- Section 5: Full text of Contract Data Requirements List (CDRLs)
- Section 6: Special Packaging Instruction (SPis) Drawings
- Section 7: Full text of Individual Repair Parts Ordering Data (IRPODs)

DLA site with links to all of the above <http://www.procregs.hq.dla.mil/icps.htm>

DSCR NOTE: Where only a portion of text is included in the solicitation document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS provision, the text as included in the solicitation is not intended to be represented as the full text of the provision.

L83 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an Authorized deviation is indicated by the addition of '(Deviation)' after the date of the provision.

(b) The use in this solicitation of any Defense FAR Supplement (48 CFR chapter 2) provision with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

SECTION M

M3B 52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS OF SURPLUS MATERIAL DLAD (JUN 1999)

M8 52.214-9002 TRADE DISCOUNTS DLAD (JUN 1983)

M10F 52.215-9005 AUTOMATED BEST VALUE SYSTEM DSCR (JAN 2001)

(a) The Automated Best Value System (ABVS) Score as an Element of Past Performance Evaluation.

(1) ABVS scores do not determine eligibility for award or technical acceptability. The Government shall use ABVS scores to compare past performance among offerors, not to make determinations of responsibility.

(2) To evaluate each offeror's past performance, DLA will assign an ABVS score to each offeror based on the offeror's past performance. ABVS scores for performance in each Federal Supply Class (FSC score) will be based on DLA consolidated performance history. An offeror may have multiple FSC scores but will have only one DLA score, which is a compilation of the offeror's FSC scores for all business conducted with DLA. These scores will be calculated monthly and remain in effect for a month. The ABVS score is a combination of an offeror's delivery and quality scores. The quality score reflects validated contractor caused product and packaging nonconformances during the rating period. For administrative purposes, the rating period excludes the most recent 30 days. The delivery score reflects all lines shown as delinquent during the rating period. For administrative purposes, the rating period excludes the most recent 60 days. For ABVS purposes,

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delinquent lines represent shipments not shipped and/or received in their entirety by the contract delivery date. The 30 and 60 day offset periods are NOT grace periods.

(3) DSCR will make negative quality and delivery data reflected in the ABVS score available to offerors by the 15th day of the month via the ABVS Website. The offeror's negative performance data will be posted before it is reflected in the ABVS score (Preview Period), to give offerors an opportunity to review and verify data. An offeror must challenge any negative data within the Preview Period to assure corrections are posted before calculation of the score. Offerors must submit challenges and substantiating evidence (e.g. invoices, DD Form 250s, modifications) to the ABVS Administrator. The 'Center' field will identify the appropriate focal point. For those identified as 'DSCR,' send challenges to:

Defense Supply Center Richmond
Attn: DSCR-RZP (ABVS)
8000 Jefferson-Davis Highway
Richmond, VA 23297-5516

Telephone (804) 279-6861
FAX (804) 279-5042

(4) Though offerors may challenge negative data at any time, it is to the offeror's advantage to challenge negative data during the Preview Period before it has an opportunity to be reflected in the ABVS score. Accordingly, an offeror should review performance data on a monthly basis at a minimum. When a challenge is received, the ABVS score will be flagged. The flag will remain until the challenge is resolved. If an offer under evaluation involves a challenged score, then the Contracting Officer will consider the nature of the challenged data and its relevance to the acquisition as part of the award decision. The ABVS Administrator will adjust the ABVS score if the Administrator upholds an offeror's challenge. Scores created in the update cycle immediately following the determination will reflect the adjustment.

(5) When there is a discrepancy between the offeror's challenged data and the Government's data, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and may make an award decision despite the existence of an unresolved challenge.

(b) Using the ABVS score for evaluation.

(1) The contracting officer will first evaluate offers using the FSC score for the solicited FSC in effect at the time offers are evaluated. The contracting officer will use an offeror's DLA score to evaluate an offeror without an FSC score for that particular FSC. The contracting officer may consider the volume of business on which the FSC score is based as a measure of confidence in the score's indication of performance risk. The contracting officer may choose to use the DLA score if he or she lacks confidence in the FSC score. The contracting officer also may use the DLA score if the FSC scores among offerors are relatively equal. An offeror with no performance history will not be evaluated favorably or unfavorably and will be assigned a '999.9' in the ABVS. A '999.9' is used to designate those instances wherein the offeror has no past performance history, has no history for the particular FSC or has no history for the timeframe being rated.

(2) Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance. Repair, replacement or reimbursement of quality and packaging defects will not provide relief of negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

W10G 52.215-9G06 EVALUATION AND AWARD
DSCR (FEB 2000)

(a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer.

(b) RELATIVE IMPORTANCE AND TRADE-OFFS. The Government will base the determination of best value on a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:

- ☐ significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.
- ☒ approximately equal to cost or price; or
- ☐ significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not limited to:

Item criticality and weapons system application
Delivery schedule and current inventory status
Historical delivery or quality problems
Concerns over limited supply sources and industrial base
Benefits from obtaining new sources

(c) COST OR PRICE. The Government will evaluate the offered cost or price for cost realism, as defined in FAR 15.401, and reasonableness. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.

(d) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores will be weighed most heavily because of their relevance to DSCR awards. Quality history and delivery schedule compliance will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.

- ☒ ABVS Score (52.215-9G05)
- ☒ Quality History
- ☒ Delivery Schedule Compliance
- ☐ Javits-Wagner-O'Day (JWOD) (52.215-9005)
- ☒ Mentoring Business Agreements (MBA) (52.219-9003)
- ☐ Socioeconomic Support (52.215-9003)
- ☐ Other (specify):

(e) PAST PERFORMANCE. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest.

(i) Offerors may submit with their offer information on past and current Federal (non-DSCR), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address

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of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.

(iii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.

(iii) In addition to the information above, DSCR will use the Automated Best Value System (ABVS) to evaluate quality and past performance on DLA awards (see 52.215-9G05).

(iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably or unfavorably.

M12 52.216-9G09 EVALUATION - INDEFINITE QUANTITY
CONTRACT DSCR (NOV 1996)

Offers will be evaluated on the basis of the estimated annual quantity. If quantity breaks are offered with various prices, the highest price offered will be used for evaluation.

If line items for both stock and DVD are included in the schedule offers will be evaluated based on the total extended price for the stock and DVD line items.

M15 52.217-5 EVALUATION OF OPTIONS
(JUL 1990)

M18 52.217-9G11 EVALUATION OF OPTION TO EXTEND
THE TERM OF THE CONTRACT -
SUPPLIES DSCR (JAN 1996)

The evaluation of options to extend the term of the contract as required by either FAR Clause 52.217-5 (Section M) or 52.212-2 will be based on the highest possible option price offered for each option as specified in DSCR Clause 52.217-9G08 (Section I).

M19CC 52.219-9002 DLA MENTORING BUSINESS AGREEMENTS
(MBA) PROGRAM DLAD (DEC 1997)

M19D 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY
EVALUATION DFARS (MAR 1996)

(a) Does the offeror propose to furnish --

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause of this solicitation?

☐ YES ☐ NO

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

☐ YES ☐ NO

(2) Has the duty on such foreign supplies been paid?

☐ YES ☐ NO

(3) If the answer to paragraph (b)(2) is no, what

amount is included in the offer to cover such duty?

\$ _____

M33 52.247-9G21 BASIS FOR SUBMISSION AND
EVALUATION OF OFFERS
DSCR (JAN 1996)

(a) Offers are invited on an f.o.b. destination basis for items ALL. Bids submitted on any other basis will be rejected as non-responsive.

(b) Offers are invited on the basis of both f.o.b. origin and destination for items N/A.

(c) Offers are invited on an f.o.b. origin basis for items N/A. When supplies are regionally priced the applicable regions shall be specified below. If regional price(s) are offered and the region is not specified, the bid will not be considered.

**ATTACHMENT 1
TO SOLICITATION SPO450-01-R-0653**

**STATEMENT OF WORK,
SURGE AND SUSTAINMENT**

&

LISTING OF SURGE NSNs

SURGE AND SUSTAINMENT/STATEMENT OF WORK

Surge and sustainment (S&S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

The S&S capability defined above refers to an overall capability. Throughout the life of the contract, there may be multiple contingencies, each of which involves a ramp-up (i.e., surge) and sustainment period. The capability level defined in this paragraph should encompass all of these contingencies. Also, the above capability refers to quantity levels above and beyond normal peacetime requirements.

The contractor shall have full S&S capability to provide the S&S requirements identified in Schedule B to this solicitation, within 4 months after award of this contract. This capability shall be developed through the S&S assessment process and (if necessary) S&S investments as described below.

The S&S quantities in Schedule B to this solicitation, or any portion thereof, may be ordered at any time before acceptance by the Government of the final scheduled delivery under this contract. Such orders will not extend delivery more than 6 months beyond the scheduled final delivery.

The contractor shall submit an S&S capability report prior to award of the contract. The report must address the following: 1) the contractor's methodology enabling visibility of, assessment of, monitoring changes in, and reporting on supplier base resources on a continuing basis; 2) identify supplier base inventories, production/on-demand manufacturing/advanced technology capacities, or any other means of support available to meet S&S requirements, and (based on this identification) describe S&S strategies for all surge items; 3) identify problem items for which S&S cannot be easily met, the reason(s) for the difficulty, proposed solutions for these items, and any significant investments (dollars) needed to implement these solutions; 4) contractor's agreements with suppliers and service providers that reflect access to S&S resources, including time frames for this access; and 5) description of access to and plans for coordinating distribution and transportation services for meeting S&S delivery terms, including agreements with suppliers of these services, and time frames for services to be provided. To the maximum extent possible, the above information shall be provided on an item-by-item basis, or in item groupings based on similar supplier base capabilities or S&S strategies. Item data, or item grouping data, addressing the above information shall be submitted in a database format as part of the S&S capability report.

The contractor shall clearly identify any significant investments (dollars) under 3) or any of the sections above, needed to develop S&S capability. For those S&S investments, explain why the investment is needed, what you propose purchasing, the basis for the investment cost, the S&S capability to be gained, and how you anticipate the investment will be funded. For investments proposed to effect S&S strategies, include an analysis of what S&S strategies were examined and why the proposed strategy(ies) is(are) the most cost-effective ones.

When conducting the assessment of supplier base resources, the contractor shall consider any source restriction requirements from laws, regulations, or specifications. If these restrictions impact the availability of sufficient S&S quantities, ability to deliver S&S quantities within required time frames, accessibility to advanced state-of-the-art commercial technology in support of S&S requirements, or have other impacts that limit S&S capability, these impacts should be described in the assessment.

Within 1 month after receipt of the S&S capability report, the Contracting Officer will notify the contractor of approval, conditional approval, or disapproval. The Government reserves the right to require additional reports if the initial submission is not approved. Once the S&S capability report has been approved by the Contracting Officer and any needed funds are available, the contractor shall implement the approved S&S strategies (i.e., make approved investments or take any other actions needed). The Contracting Officer may request status on post-approval investments/actions, on an as-needed basis.

Within 1 month after approval of the S&S capability report, the contractor shall submit a S&S validation plan that defines how the S&S capability can be verified. Within 2 weeks after receipt of the S&S validation plan, the Contracting Officer will notify the contractor of approval, conditional approval, or disapproval. The Government reserves the right to require submission of additional plans if the initial submission is not approved.

After approval by the Contracting Officer of the S&S validation plan, the contractor may be required to conduct S&S tests, or to allow the government to perform S&S tests, to validate the S&S capability. These tests may be paper exercises, simulations, command post exercises, participation in live exercises, participation in JCS and CINC exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the developed S&S capability. S&S testing may use (but is not limited to use of) the contractor's approved S&S validation plan. Within one week after conduct of the test, the contractor shall submit to the Contracting Officer a validation results report that clearly describes performance under the test, identifies all deficiencies found, and provides a plan of action to remedy these deficiencies.

The Government may refine, reassess, or update its S&S requirements during the life of this contract. Also, the contractor's supplier base capabilities may change during the life of this contract. Either of these conditions may necessitate contractor reassessment of its supplier base capabilities, development of new/changed S&S strategies, and reevaluation/change of S&S validation plans. Changes in S&S requirements will be made through bilateral contract modifications. Changes in S&S capabilities/validation plans will be made through contractor

resubmissions and Contracting Officer approvals of revised S&S capability and S&S validation plans.

The contractor shall report on the status of S&S quantities ordered and on all supplier base resources (i.e., inventories, production/advanced technology capabilities, etc.), on an as needed basis during a contingency(s). The contractor may also be required to provide a report on S&S performance, during the contingency or afterwards.

Performance of the S&S requirements in this clause will be considered in the government's evaluation to determine whether exercise of the option is the most advantageous method of fulfilling the government's need. Performance elements to be considered are: any development of S&S capability (including submission of S&S capability report), maintenance of S&S capability, development of S&S validation plan (including submission of S&S validation plan), performance on S&S validation tests (including submission of S&S validation results report), and actual delivery of S&S requirements.

The above language does not limit the government's right, at any time after award, to perform inspections or tests of the contractor's S&S capability, whether this capability is fully developed or not. In the event a contingency occurs before the contractor develops full S&S capability, or contingency requirements exceed those defined in Schedule B, the contractor shall support S&S requirements to the maximum extent possible.

If the contractor fails to perform in accordance with the requirements of this SOW paragraph, a contingency(s) arises prior to the required date for fully developed S&S capability, or other circumstances create a need, the government has the right to take any action necessary to obtain S&S requirements from other sources (including sources in the contractor's supplier base).

This language does not relieve the contractor from responsibility for providing peacetime level quantities during the contingency.

The Surge Requirement will be evaluated on price and will weigh significantly less than past performance and price(s) offered for the Basic and Option Years.

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SURGE Delivery Schedule

LINE	NSN	DELIVERY 30 DAYS ARO	DELIVERY 60 DAYS ARO	DELIVERY 90 DAYS ARO	DELIVERY 120 DAYS ARO	DELIVERY 150 DAYS ARO	DELIVERY 180 DAYS ARO	WMR TOTAL
0005	5365-00-124-3042	7	6	6	7	6	6	38
0006	5365-00-185-5779	191	196	184	179	220	240	1210
0009	5365-00-242-9362	9	9	9	8	8	8	51
0011	5365-00-278-8794	186	185	185	185	185	185	1111
0013	5365-00-278-8805	44	42	43	22	23	22	196
0014	5365-00-287-0090	100	100	100	100	100	100	600
0015	5365-00-287-0093	804	695	695	638	639	638	4109
0016	5365-00-287-0094	67	57	56	54	55	54	343
0017	5365-00-287-0095	130	130	130	129	130	129	778
0019	5365-00-289-4930	41	41	41	40	41	40	244
0021	5365-00-474-5627	30	30	30	30	30	30	180
0022	5365-00-482-4313	17	16	17	16	17	16	99
0025	5365-00-740-6469	9	9	8	0	0	0	26
0028	5365-00-837-0856	135	127	127	109	108	108	714
0041	5365-00-948-0634	208	206	207	205	206	205	1237
0044	5365-01-011-3330	1	0	0	0	0	0	1
0047	5365-01-074-3750	8	8	8	0	0	0	24
0051	5365-01-126-5355	1	0	0	0	0	0	1
0052	5365-01-129-4618	1	0	0	0	0	0	1
0053	5365-01-131-8261	1	2	0	0	0	0	3
0054	5365-01-133-1764	3	0	0	0	0	0	3
0055	5365-01-146-0564	18	11	10	9	8	8	64
0057	5365-01-157-1347	118	0	0	0	0	0	118
0059	5365-01-189-7664	4	0	0	0	0	0	4

**ATTACHMENT 2
TO
SOLICITATION SPO450-01-R-0653
CONTRACT DATA REQUIREMENTS LIST
(DD FORM 1423)**

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government issuing Contracting Officer for the

A. CONTRACT LINE ITEM NO. 9999				B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>																											
D. SYSTEM/ITEM				E. CONTRACT/PR NO.		F. CONTRACTOR																											
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM PRODUCTION SURGE PLAN				3. SUBTITLE																											
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80969				5. CONTRACT REFERENCE ATTACHMENT 2		6. REQUIRING OFFICE DSCR-J																											
7. DD 250 REQ NO		9. DIST STATEMENT REQUIRED		10. FREQUENCY ONE		12. DATE OF FIRST SUBMISSION 8 WEEKS ARO		14. DISTRIBUTION																									
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G. PREPARED BY				H. DATE		I. APPROVED BY		J. DATE	
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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INSTRUCTIONS FOR COMPLETING DD FORM 1423
(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 6230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

**ATTACHMENT 3
TO
SOLICITATION SPO450-01-R-0653
DATA ITEM DESCRIPTION (DD FORM 1664)**

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.

1. TITLE PRODUCTION SURGE PLAN	2. IDENTIFICATION NUMBER DI-MGMT-80969
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3. DESCRIPTION/PURPOSE
3.1 The Production Surge Plan delineates a contractor's capability to rapidly accelerate and sustain production utilizing existing facilities and equipment in a peace time acquisition environment without declaration of war or mobilization and subsequent use of emergency war powers.
3.2 The Production Surge Plan provides data on the maximum sustainable production rate; long leadtime, critical or pacing items/components; other contracts with production surge provisions; probable surge impact; additional skilled labor requirements; strategic or critical materials, precious metals, and substitute materials; and suggested tooling and/or equipment to improve surge protection capability. This data provides for surge (accelerated production) planning of select items.

4. APPROVAL DATE (YYYYMMDD) 900423	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) A/AMCCOM/PD	6a. DTIC APPLICABLE Applicable	6b. GIDEP APPLICABLE
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7. APPLICATION/INTERRELATIONSHIP
7.1 This Data Item description contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.
7.2 This Data Item description is applicable in contracts for which a production surge capability for select critical items is required.
7.3 This Data Item description may be used independently with, but in lieu of DI-P-7046 (Industrial Preparedness Planning (IPP) Data).
7.4 This DID supersedes DI-P-1634A

8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER A4923
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10. PREPARATION INSTRUCTIONS
10.1 Format. The report shall be in the contractor's format. 10.2 Content. The Production Surge Plan consists of the following:
10.2.1 Rate. The maximum sustainable rate of production to include a production buildup schedule by the month until the maximum sustainable production rate is achieved. When applicable, a subcontractor's vendor's capability to accelerate production/delivery of components and materials must be taken into consideration and a statement shall be included in the plan verifying that planning has been done. 10.2.2 List of Items. Two lists, one of subcontracted and one of non-subcontracted items/components, by nomenclature, part number, leadtime, and production buildup of long-leadtime, critical, or pacing items/components which could adversely impact the production rates. (See paragraph 10.2.1 above). Subcontractors and vendors shall be identified by name/address for each item. This requirement shall flowdown to whichever subcontractor tier level is necessary to adequately identify the long leadtime, critical or pacing items/components. 10.2.3 List of contracts. A list of Government contracts being performed at the contractor's facility that have a production surge provision or could be reasonably presumed to be surged. The list shall identify the contract number, the item(s), and the Defense Materials system and Defense Priority Systems priority assigned to each contract. 10.2.4 Impact. Describe what impact surging this contract would have on the performance of any other Government contract that might be currently surged with this contract, or what impact surging of the other Government contract(s) would have on the ability to surge this contract. Describe what impact surging this contract would have on the contractor's commercial business. 10.2.5 Labor. Identify all additional skilled labor requirements; i.e., machinists, tool makers, quality assurance, etc, necessary to support the maximum sustainable production rate. 10.2.6 List of Materials. A list identifying strategic or critical materials and/or precious metals, by type, quantity and cost, required to produce the item on contract or the subcontracted/non-subcontracted long-leadtime, critical or pacing item/components. This list should include rolling inventory to attain and maintain surge production within six months that could be utilized in place of the strategic or critical materials and/or precious metals. 10.2.7 List of Production equipment. A list of tooling, equipment, and costs, down to the lowest tier subcontractor, that if acquired, would increase surge production rate capability and/or reduce leadtime by at least 10%, or as specified in the contract within current facilities limitations. The estimated increase in the surge production rate and/or decrease in leadtime shall be included. Data obtained under this paragraph will not be used in the preparation of the basic plan, but may be used by the Government for developing additional capability, if deemed essential.

11. DISTRIBUTION STATEMENT
